

**ADDENDUM TO ENTERTAINMENT PROPOSAL/AGREEMENT  
BETWEEN  
GREAT AMERICAN ENTERTAINMENT COMPANY LLC & LARAMIE COUNTY  
EVENTS DEPARTMENT**

THIS ADDENDUM is made and entered into by and between the Laramie County Events Dept., 3801 Archer Parkway, Cheyenne WY 82009, ("COUNTY") and Great American Entertainment Company, LLC, 5396 S US Hwy 281, Stephenville, TX 76401 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

This Addendum modifies the Great American Proposal/Agreement, attached and fully incorporated into this Addendum as "Attachment A" (hereinafter "Agreement"), for purposes of providing various entertainment services/activities at Archer, as fully described in the Agreement.

**II. TERM**

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until the Agreement and Addendum are completely performed or terminated as provided herein.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR as provided in Attachment A. No payment shall be made before the last signature is affixed to the Agreement and this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide the services described in Attachment A, as modified by this Addendum.

**V. GENERAL PROVISIONS**

1. Independent Contractor: The services to be provided by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (Attachment A, 5 pages) and this Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in

regard to the subject matter herein and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree that this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance upon request.

13. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

14. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions of this Addendum shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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EVENTS DEPARTMENT**

**Signature page**

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gunnar Malm, Chairman, Laramie County Board of Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: GREAT AMERICAN ENTERTAINMENT COMPANY LLCS

By: Pamela Jaeger Date 3-3-21  
Name: Pamela Jaeger  
Title: Administrative Coordinator

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 4/16/21  
Laramie County Attorney's Office



# Great American Entertainment Company LLC

## Proposal for Ag-Venturland

### 2021 Laramie County Fair

August 7<sup>th</sup>, Thru 13<sup>th</sup>, 2021

The Great American Entertainment Company would like to thank you for giving us the opportunity to present this proposal. With over 30 years of experience in this wonderful industry, we truly appreciate the dedication and all of the hard work that goes into making fairs successful. The Great American Entertainment Co. is dedicated to bringing the wholesome family experience back to America, we love what we do and it shows!

#### Attraction & Pricing

- AG-VentureLand Kids' Area = **\$8,400 plus one hotel room with two beds** (7 days @ \$1,200 per day)

#### Payment

- Payment is due upon completion of event on August 13<sup>th</sup>, 2021 and should be made payable to the Great American Entertainment Co. LLC

#### Space Requirements

- AG-Ventureland: minimum 50' x 60' area or space determined by the fair



## Ag-Ventureland Kids Area

This interactive and educational agricultural exhibit features agricultural themed hands-on activities, pedal tractor area, and crafts. Ten colorful 10' x 10' tents are filled with fun activity stations such as simulated cow milking with a life-size fiberglass cow, pony saddling, corn box, and much more. This attraction also includes professionally designed educational signage.

### Requirements and Size (Laramie County Fair)

- A level 50' x 60' area
- Electricity (3 20-amp circuits) and water located within 30 feet of the exhibit
- A trash receptacle for daily clean up
- 50 Bales of straw for seating and decoration placement and removal of straw to be done by (LCF)
- One hotel room with two beds
- Credentials for one vehicle and two staff members



- Ag-Ventureland will be open, free of charge, to fairgoers up to 9 hours per day



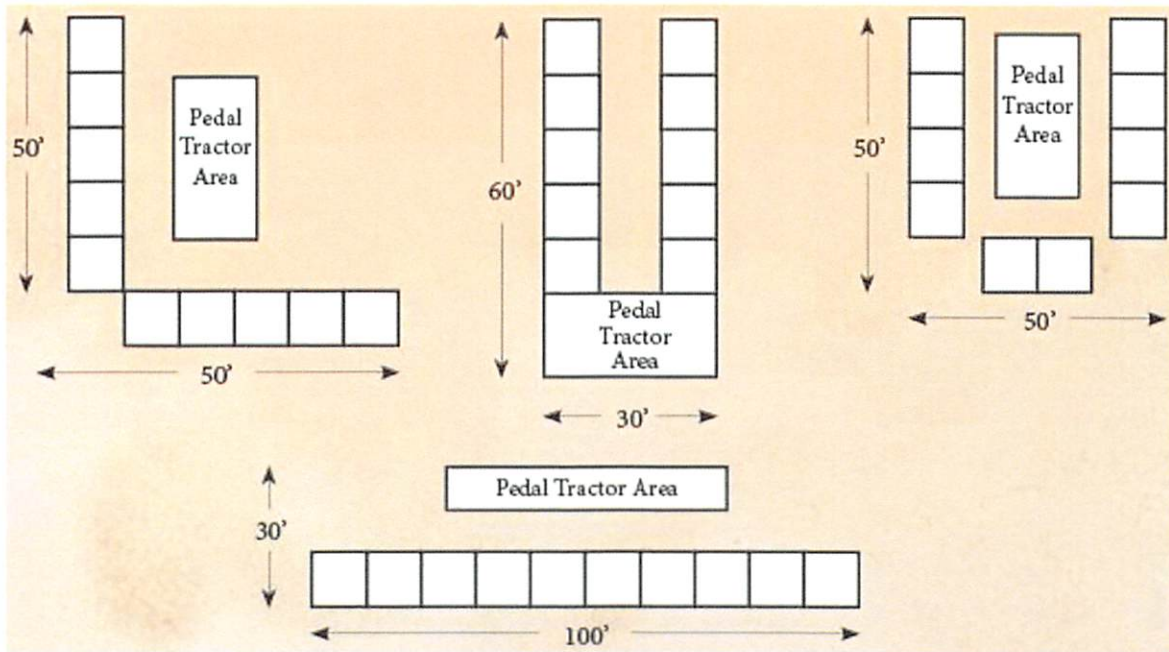
**Exhibit Staffing** - Staffing will be provided by Great American Entertainment Co. Staff members are friendly, courteous, and knowledgeable and wear nametags and colorful farm themed uniforms.

## Activity Stations

- **Milk A Cow!** A life-size, fiberglass Holstein cow kids can milk! Of course, it's water that re-circulates through the bucket and it's a clever way to teach kids how to milk a cow.
- **Saddle a Pony!** Welsh pony style life-size stuffed animals that kids can brush and put real saddles and bridles on. From cinches to curry combs, kids get to practice and learn how to care for a horse.
- **Corn Box!** This station has an 8 x 8 sandbox; filled with corn and filled with fun! Kids pile in and play with trucks and tractors.
- **Eggs to Market Hen House!** Gather eggs from beneath adorable stuffed hens into baskets, put them in cartons and bring them to market!
- **Music Station!** Kids can make music the old-fashioned way with washboards, triangles, and iron cymbals all fastened to a wagon wheel stand.
- **Rope a Steer!** Steer horns, straw, a saddle set on a barrel in a wooden cradle and a rope! Talk about fun! Even the adults love this station.
- **Scarecrow Building!** Kids can get real creative and build a scarecrow on a stand using clothes, hats, straw and more.
- **Super Dooper Pooper Scooper!** Kids love this station featuring life-size farm critters in a miniature farm setting. Kids frolic in the straw, rake, and push the wheelbarrows around the animals. It's fun to pretend you're a super dooper pooper scooper!
- **Old-Fashioned Go Fish Game!** Kids can try their hand at catching a fish with an old fashioned bamboo fishing pole
- **Craft Station!** Our staff helps the children create beautiful, fun crafts for only \$1 to take home.
- **Pedal Tractor Area!** A fair favorite! Kids have great fun pedaling authentic replicas of traditional farm tractors in a fenced off area in the center of the activity stations.



# AG-Ventureland layout options





## References

Houston Livestock Show & Rodeo Julie Bass 832-667-1103  
San Antonio Livestock Show & Rodeo - Derrick Adams 210-225-5851  
National Western Stock Show & Rodeo - Shelby Rich 303-299-5553  
San Angelo Stock Show- Justin Jonas 325-653-7785  
State Fair of Texas - Daryl Real 972-898-6657  
Oklahoma State Fair - Gina Burchfiel 405-948-6722  
Tulsa State Fair - Amanda Blair 918-744-1113  
California State Fair - Rick Pickering 916- 263-3109  
Arizona State Fair - Wannell Costello 602-252-6771  
Evergreen State Fair - Debbie Donk 360-805-6705  
Orange County Fair - Evy Young 714-708-1500  
Ventura County Fair - Barbara Quaid 805-648-3376  
Oregon State Fair -Brittney Stevens 503-947-3247  
Pima County Fair - Jon Baker 520-762-9100  
Alameda County Fair - Jerome Hoban 925-426-7600  
Sonoma County Fair - Jane Engdahl 707-545-4200 ext 209  
Volusia County Fair - Ronnie Hull 386-734-9515  
New Mexico State Fair - J.R. LaBerge-Esparza 505-222-9735

Great American Entertainment would like to thank you for the opportunity to present this proposal.



greatamericanpettingzoo.com  
541-512-1100